



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

April 15, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: SUMMER BEACH BUS SERVICES
(SUPERVISORIAL DISTRICTS 3 AND 5)
(3 VOTES)**

SUBJECT

This action is to award contracts for the Summer Beach Bus Services for residents of the unincorporated communities of Altadena, Antelope Valley, Charter Oak, and Topanga Canyon.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is statutorily exempt from the provisions of the California Environmental Quality Act.
2. Award three contracts for Summer Beach Bus Services to Transit Systems Unlimited, Inc., located in Sun Valley, California, for Service Route Number 1, Altadena; Service Route Number 2, Antelope Valley; Service Route Number 3, Charter Oak; and one contract to PCAM, LLC, d.b.a. Parking Company of America, located in Downey, California, for Service Route Number 8, Topanga Canyon. These contracts will be for a term of two years commencing on May 1, 2008, with two 1-year renewal options, not to exceed a total contract period of four years. The contract amounts for the initial two-year term are \$32,670 for Service Route Number 1, \$182,160 for Service Route Number 2, \$38,420 for Service Route Number 3, and \$56,364 for Service Route Number 8.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

3. Authorize the Acting Director of Public Works or his designee to annually increase the annual sum for each contract up to 25 percent for additional work contemplated by the contract, if required.
4. Authorize the Acting Director of Public Works or his designee to increase the contractual unit prices and the annual sum for each contract for fuel cost adjustments in accordance with each contract.
5. Authorize the Acting Director of Public Works or his designee to increase the contractual unit prices and the annual sum for each contract to allow for annual cost-of-living adjustments in accordance with County policy and the terms of the contracts.
6. Delegate authority to the Acting Director of Public Works or his designee to execute these contracts; to renew one or more of the contracts for each additional renewal option if, in the opinion of the Acting Director of Public Works, the contractors have successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend all or part of the work if, in the opinion of the Acting Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue to provide as-needed and intermittent transportation services between specified areas and Santa Monica Beach for the residents within the unincorporated County areas during the summer months. The Department of Public Works (Public Works) has contracted for these services for over 27 years, starting with the Altadena service route, which has been contracted since 1981.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractors who have the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contracts' annual amounts of transit services are indicated below. Each contract will have an annual contingency of 25 percent for additional work contemplated by the contract. The annual prices and unit prices are also subject to fuel cost adjustments in accordance with the contract and cost-of-living increases in accordance with the contract and County policy. The total annual amounts shown below are based on the contractors' proposed unit prices, the latest service schedule, and estimated annual utilization.

Service Route Description	Service Route Number	Supervisory District	Contract Amount for 2-Year Term	Annual Amount	First Contract Year	
					Fiscal Year 2007-08	Fiscal Year 2008-09
Altadena	1	5	\$32,670	\$16,335	\$2,475	\$13,860
Antelope Valley	2	5	\$182,160	\$91,080	\$33,120	\$57,960
Charter Oak	3	5	\$38,420	\$19,210	\$3,390	\$15,820
Topanga Canyon	8	3	\$56,364	\$28,182	\$3,234	\$24,948

Financing for the first contract year is available in the Third and Fifth Supervisory Districts' Proposition A Local Return Transit Programs included in the Fiscal Year 2007-08 and the proposed Fiscal Year 2008-09 Transit Enterprise Fund Budgets. Funds to finance the contracts' second year and the approved contract optional years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts will be in the form previously reviewed and approved by County Counsel (Attachment A).

The recommended contracts with Transit Systems Unlimited, Inc., located in Sun Valley, California, and PCAM, LLC, d.b.a. Parking Company of America, located in Downey, California, were solicited on an open competitive basis and are in accordance with applicable Federal, State, and County requirements. The contractors are in compliance with the Chief Executive Officer's and your Board's requirements.

These contracts contain terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractors are Transit Systems Unlimited, Inc., for Service Route Numbers 1, 2, and 3; and PCAM, LLC, d.b.a. Parking Company of America, for Service Route Number 8. These contracts will commence on May 1, 2008, for a period of two years. With your Board's delegated authority, the Acting Director of Public Works may renew these contracts for two 1-year renewal options, not to exceed a total contract period of four years.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services were submitted on December 19, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to these recommended contracts, which are for services required on an as-needed and intermittent basis; hence, these contracts are not a Proposition A contract (Los Angeles County Code Chapter 2.121).

These contracts include a cost-of-living adjustment provision in accordance with your Board Policy, which was approved on January 29, 2002.

These contracts contain a provision for fuel adjustments on a monthly basis.

ENVIRONMENTAL DOCUMENTATION

These services are statutorily exempt from the provisions of the California Environmental Quality Act pursuant to Section 21080 (b)(10) of the Public Resources Code. This exemption provides for the implementation of passenger or commuter transit services.

CONTRACTING PROCESS

On December 19, 2007, Public Works solicited proposals from 175 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

On January 23, 2008, we received 11 proposals from five contractors. Four proposals were received for Service Route Number 2, three proposals were received for Service Route Numbers 1 and 3, and one proposal was received for Service Route Number 8. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals that met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. Two proposers were disqualified for failing multiple sections of the evaluation criteria. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, references, vehicles, and displaced transit employee program. Based on this evaluation, it is recommended that these contracts be awarded to the highest-rated, responsive, and responsible proposers, Transit Systems Unlimited, Inc., for Service Route Numbers 1, 2, and 3; and PCAM, LLC, d.b.a. Parking Company of America, for Service Route Number 8.

The Honorable Board of Supervisors
April 15, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachments (2)

c: County Counsel
Department of Public Works (Programs Development)

SAMPLE AGREEMENT FOR
SUMMER BEACH BUS SERVICES
SERVICE ROUTE NUMBER (AREA)

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [NAME OF CONTRACTOR], a [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on January 23, 2008, hereby agrees to provide services as described in the attached specifications for Summer Beach Bus Services, Service Route Number__ (Area), including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibits E.1 (or E.2, E.3, and E.4), Summer Beach Bus Area Map and Schedule; Exhibit F, Days of Operation; Exhibit G, Contractor Vehicle Specifications; Exhibit H, Controlled Substance and Alcohol Testing Program; Exhibit I, Vehicle Appearance/Cleanliness Checklist; Exhibit J, Daily Bus Report; Exhibit K, Terminal Manager's Compliance Checklist; Exhibit L, Transit Security Plan; Exhibit M, Sample Fuel Adjustment Calculation; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices for Service Route Number __ (Area), as set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$_____ per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: The parties understand and agree that this Contract is nonexclusive, the COUNTY may enter into other contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

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FIFTH: This Contract's initial term shall be for a period of two years commencing on _____. The County will determine the exact days and dates of service 60 days prior to the start of each season. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of four years. The COUNTY, acting through the Acting Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

SIXTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. CONTRACTOR shall submit monthly operation cost claims (Exhibit A, Section H. Rates and Compensation) to COUNTY along with documentation and all required reports in the form and number required by COUNTY no later than the 15th day of the following month for payment. Operating costs shall be submitted as amount due CONTRACTOR. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

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ELEVENTH: The Acting Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: Proposer is purchasing fuel using Market Prices. The Acting Director may adjust 10 percent (for Service Route Number 1 – Altadena, and Service Route Number 3 – Charter Oak) or 20 percent (for Service Route Number 2 – Antelope Valley, and Service Route Number 8 – Topanga Canyon) of the daily rate of compensation set forth in Form PW-2 (Schedule of Prices) based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Diesel (On-Highway) and Gasoline - All Grades (Regular) for California, and at http://tonto.eia.doe.gov/dnav/pet/pet_pri_prop_dcu_r50_m.htm for Liquid Propane Gas (LPG) using West Coast (PADD 5) "Commercial/Institutional," as appropriate to the vehicle used, beginning on the month of this Contract's start date and thereafter at each successive one month interval, which shall be the effective date for any such fuel adjustment. The percentage change in the fuel price shall be obtained using the fuel prices published three months preceding the proposal submission date and the fuel price published three months preceding each effective date of the adjustment. However, when the percentage increase or decrease in the fuel price is less than five percent, no fuel adjustment will be granted. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, the daily rate of compensation to establish the adjusted daily rate of compensation. A sample calculation is included in Exhibit M. Public Works shall be permitted to audit the CONTRACTOR'S fuel usage, fuel costs, and fuel procurement methods for the vehicles used in providing these services (revenue service) and the CONTRACTOR shall provide records pertaining to its fuel costs upon the COUNTY'S request. CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR changes from purchasing fuel using Market Prices, to a long-term agreement for fuel purchases.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through M, inclusive, the COUNTY'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FIFTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

ATTACHMENT B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 703
Bid Title : Summer Beach Bus Services (2008-AN005)
Bid Type : Service
Department : Public Works
Commodity : BUS - TRANSIT (COACH - TOURING) CUSTOM
Open Date : 12/19/2007
Closing Date : 1/7/2008 9:00 AM
Notice of Intent to Award : [View Detail](#)
Bid Amount : N/A
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Summer Beach Bus Services (2008-AN005). If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at <ftp://dpwftp.co.la.ca.us/solicitationdocuments/summerbchbus.pdf> or from Ms. Tami Maldonado at (626) 458 4080, Monday through Thursday, 7 a.m. to 5 p.m.

Each Service Route will be awarded and evaluated independently.

Service Route Nos.	Name of Route	Estimated Annual Contract Amount
Service Route 1	Altadena	\$30,000
Service Route 2	Antelope Valley	\$40,000
Service Route 3	Charter Oak	\$15,000
Service Route 8	Topanga Canyon	\$22,000

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, Proposer must submit copies of the Proposer's, employees', and/or subcontractors' valid and active State of California Department of Motor Vehicles (DMV) Class B (with appropriate endorsements) driver's licenses and copies of valid and active DMV Medical Examination Certificates "Green Wallet Card" as well as any other required licenses or endorsements required by Federal, State, and local regulations or an affirmative statement that the Proposer shall provide these documents before the start of the proposed contract.

The Proposer shall submit the Maintenance Manager's valid and active National Institute for Automotive Service Excellence (ASE) Certification as a Medium/Heavy Truck Technician, School Bus Technician, or Transit Bus Technician, or an affirmative statement that the Proposer's Maintenance Manager will obtain one within 12 months after the proposed contract start date or the Proposer will have a Maintenance Manager with the Certification within 12 months of the start of the proposed contract. The Proposer's Maintenance Manager shall maintain their ASE Certification throughout the term of the contract.

A Proposers' Conference will be held on Monday, January 7, 2008, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, January 23, 2008, at 5:30 p.m. Please direct your questions to Ms. Maldonado at the number above.

Contact Name : Tami Maldonado
Contact Phone# : (626) 458-4080
Contact Email : tmaldonado@dpw.lacounty.gov
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